

***United States Court of Appeals
for the Second Circuit***



APPENDIX

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

No. 75-4044

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JAMES K. STERRITT, INC., AND
CONCRETE HAULERS, INC.,

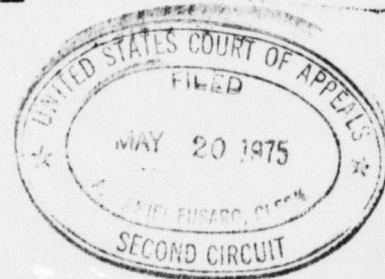
Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD

Respondent.

JOINT APPENDIX - VOL. III
EXHIBITS FROM PROCEEDINGS
BEFORE THE NATIONAL LABOR
RELATIONS BOARD



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VOLUME III.
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GC (14)

May 12, 1973

TO TEAMSTER LOCAL #294

FROM JAMES STERRITT

I hereby recognize Teamster Local #294 International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America as the duly selected collective bargaining representative of its truck drivers and mechanics, It having been shown to the company that Local #294 has been so selected by a majority of said employees.

The parties agree to meet as soon as possible for the purpose of negotiating a collective bargaining agreement to cover wages, working conditions and terms of employment for these employees.

DATE: May 13, 1973

James K. Sterritt
JAMES STERRITT

DATE: May 13, 1973

William C. Mosley
LOCAL #294
Asst. B/a

6075

LOCAL UNION NO. 294, INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA, IND.
(HEREINAFTER REFERRED TO AS UNION) AND JAMES K. STERRITT TRUCKING
(HEREINAFTER REFERRED TO AS EMPLOYER) AGREE TO BE BOUND BY THE TERMS
AND CONDITIONS OF THIS AGREEMENT.

1. DURATION OF CONTRACT

THIS CONTRACT SHALL BE IN EFFECT FROM NOVEMBER 19, 1973
TO NOVEMBER 18, 1976, AND SHALL CONTINUE THEREAFTER UNLESS EITHER
PARTY NOTIFIES THE OTHER IN WRITING AT LEAST SIXTY (60) DAYS PRIOR
TO EXPIRATION DATE THAT IT ELECTS TO TERMINATE IT, IN WHICH EVENT
IT SHALL END AS OF NOVEMBER 19, 1976. IT IS AGREED, HOWEVER, THAT IF
EITHER PARTY DESIRES TO PROPOSE ANY CHANGE OR CHANGES IN THIS AGREEMENT
AFTER NOVEMBER 19, 1976, IT SHALL NOTIFY THE OTHER PARTY TO THAT EFFECT
AT LEAST SIXTY (60) DAYS PRIOR TO SAID DATE AND ACCOMPANY THE NOTICE
WITH A STATEMENT IN DETAIL OF THE CHANGE OR CHANGES DESIRED. THE
PARTIES HERETO AGREE THEY SHALL SUBMIT TO NEGOTIATION THE DESIRED
CHANGE OR CHANGES OF WHICH THEY NOTIFY EACH OTHER AND WILL OBJECTIVELY
NEGOTIATE TOWARDS A DEFINITE AGREEMENT.

2. GRIEVANCE PROCEDURE

THE UNION AND THE EMPLOYER AGREE THAT THERE SHALL BE NO STRIKE,
LOCKOUT OR WORK STOPPAGE DURING THE LIFE OF THIS AGREEMENT. GRIEVANCES
WHICH CANNOT BE SETTLED BETWEEN THE PARTIES HERETO SHALL BE SUBMITTED
WITHIN FORTY-EIGHT HOURS TO THE NEW YORK STATE MEDIATION BOARD, CONSISTING
OF A MEMBER REPRESENTING THE UNION, A MEMBER REPRESENTING THE EMPLOYER AND
A MEMBER OF THE NEW YORK STATE BOARD OF MEDIATION. THE GRIEVANCE COMMITTEE
HAS NO RIGHT TO ALTER, AMEND, OR OTHERWISE DEVIATE FROM THE PROVISIONS
OF THE AGREEMENT. THE DECISION OF THE MAJORITY SHALL BE FINAL

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AND BINDING UPON THE PARTIES HERETO. THE COMMITTEE IN ITS DISCRETION MAY MAKE SUCH DECISION RETROACTIVE TO THE DATE OF GRIEVANCE.

3. PROTECTION OF RIGHTS

IT SHALL NOT BE A VIOLATION OF THIS AGREEMENT AND IT SHALL NOT BE CAUSE FOR DISCHARGE OR DISCIPLINARY ACTION IN THE EVENT AN EMPLOYEE REFUSES TO ENTER UPON ANY PROPERTY INVOLVED IN A PRIMARY LABOR DISPUTE, OR REFUSES TO GO THROUGH OR WORK BEHIND ANY PRIMARY PICKET LINE, INCLUDING THE PRIMARY PICKET LINE OF UNIONS PARTY TO THIS AGREEMENT, AND INCLUDING PRIMARY PICKET LINES AT THE EMPLOYER'S PLACES OF BUSINESS.

IT SHALL NOT BE A VIOLATION OF THIS AGREEMENT AND IT SHALL NOT BE A CAUSE FOR DISCHARGE OR DISCIPLINARY ACTION IF ANY EMPLOYEE REFUSES TO PERFORM ANY SERVICE WHICH HIS EMPLOYER UNDERTAKES TO PERFORM AS AN ALLY OF ANY EMPLOYER OR PERSON WHOSE EMPLOYEES ARE ON STRIKES, AND WHICH SERVICE, BUT FOR SUCH STRIKES, WOULD BE PERFORMED BY THE EMPLOYEES OF THE EMPLOYER OR PERSON ON STRIKE.

4. DISCHARGE OR SUSPENSION

SECTION 1. THE EMPLOYER SHALL NOT DISCHARGE NOR SUSPEND ANY EMPLOYEE WHO HAS COMPLETED HIS THIRTY (30) DAY PROBATIONARY PERIOD, WITHOUT JUST CAUSE.

SECTION 2. ANY EMPLOYEE DISCHARGED, MUST BE PAID IN FULL FOR ALL WAGES OWED HIM BY THE EMPLOYER, INCLUDING EARNED VACATION PAY, IF ANY, WITHIN FIVE (5) DAYS FROM THE DATE OF DISCHARGE.

SECTION 3. A DISCHARGED OR SUSPENDED EMPLOYEE MUST ADVISE HIS LOCAL UNION IN WRITING WITH TWO (2) WORKING DAYS AFTER RECEIVING NOTIFICATION OF SUCH ACTION AGAINST HIM, OF HIS DESIRE TO APPEAL THE DISCHARGE OR SUSPENSION. NOTICE OF APPEAL

SECTION 4. SHOULD IT BE PROVEN THAT AN INJUSTICE HAS BEEN DONE A DISCHARGED OR SUSPENDED EMPLOYEE, HE SHALL BE FULLY REINSTATED IN HIS POSITION AND MAY BE COMPENSATED AT HIS USUAL RATE OF PAY UP TO HIS FULL LOSS OF EARNINGS. IF THE UNION AND THE EMPLOYER ARE UNABLE TO AGREE AS TO THE SETTLEMENT OF THE CASE, THEN IT MAY BE REFERRED TO THE GRIEVANCE BOARD AS SET FORTH ABOVE, WITHIN THREE (3) DAYS AFTER THE ABOVE NOTICE OF APPEAL IS GIVEN THE EMPLOYER.

5. HOLIDAYS

EMPLOYEES COVERED BY THIS AGREEMENT WHO HAVE COMPLETED THEIR PROBATIONARY PERIOD, SHALL BE PAID AT DOUBLE THE RATE SET FORTH IN THIS AGREEMENT IF REQUIRED TO WORK ON ANY OF THE FOLLOWING HOLIDAYS:

NEW YEAR'S DAY

THANKSGIVING DAY

MEMORIAL DAY

DAY AFTER THANKSGIVING

INDEPENDENCE DAY

CHRISTMAS DAY

LABOR DAY

1 ROVING HOLIDAY

IF ANY SUCH EMPLOYEE IS NOT REQUIRED TO WORK ON SUCH HOLIDAY, HE SHALL BE ENTITLED TO RECEIVE EIGHT (8) HOURS OF PAY AT THE STRAIGHT TIME HOURLY RATE SET FORTH IN THIS AGREEMENT.

TO RECEIVE HOLIDAY PAY, EMPLOYEES MUST WORK ONE DAY WITHIN THIRTY (30) DAYS PRIOR TO THE HOLIDAY.

6. VACATIONS

ALL EMPLOYEES SHALL BE ENTITLED TO RECEIVE ONE WEEK OF VACATION WITH PAY AFTER COMPLETING ONE FULL YEAR OF SERVICE. EMPLOYEES WHO HAVE COMPLETED TWO OR MORE YEARS OF CONTINUOUS SERVICE SHALL BE ENTITLED TO TWO WEEKS OF VACATION WITH PAY. EMPLOYEES WHO HAVE COMPLETED TEN OR MORE YEARS OF CONTINUOUS SERVICE SHALL BE ENTITLED TO THREE WEEKS VACATION WITH PAY. THOSE EMPLOYEES WHO HAVE COMPLETED SIXTEEN YEARS OF CONTINUOUS SERVICE SHALL BE ENTITLED TO FOUR WEEKS VACATION WITH PAY.

VACATIONS SHALL BECOME DUE AT THE EMPLOYEE'S ANNIVERSARY.

ONE WEEK'S VACATION WITH PAY SHALL CONSIST OF FORTY (40) HOURS AT THE STRAIGHT TIME HOURLY RATE. WHEN A HOLIDAY FALLS DURING AN EMPLOYEE'S VACATION WEEK, HE SHALL BE ENTITLED TO AN EXTRA EIGHT (8) HOURS OF PAY AT THE STRAIGHT TIME HOURLY RATE.

VACATION PAY SHALL BE PAID IN ADVANCE PROVIDED EMPLOYEE GIVES TWO (2) WEEKS' NOTICE, IN WRITING, PRIOR TO STARTING VACATION.

REGULAR EMPLOYEES LAID OFF AND REHIRED IN THE ANNIVERSARY YEAR AFTER THE ANNIVERSARY YEAR FOLLOWING LAYOFF, SHALL RECEIVE VACATION PAY BASED ON ONE-TWELFTH (1/12) OF VACATION HE WAS ENTITLED TO FOR EVERY THIRTY (30) DAYS OF EMPLOYMENT IN THAT ANNIVERSARY YEAR UP TO SIX (6) MONTHS OF EMPLOYMENT. IF EMPLOYEE WORKS OVER SIX MONTHS, HE SHALL RECEIVE HIS FULL VACATION PAY.

7. DEATH IN FAMILY

IN THE EVENT OF A DEATH IN THE IMMEDIATE FAMILY OF ANY EMPLOYEE, NAMELY PARENTS, MOTHER OR FATHER-IN-LAW, WIFE, CHILDREN, BROTHERS OR SISTERS, THE EMPLOYER SHALL PAY THE EMPLOYEE IN FULL FOR UP TO THREE (3) WORKING DAYS TO ATTEND TO FUNERAL ARRANGEMENTS AND SERVICES.

8. HEALTH AND WELFARE

SECTION 1. THE EMPLOYER AGREES TO CONTRIBUTE THE SUM OF SEVENTEEN (\$17.00) PER WEEK FOR ANY AND ALL OF HIS REGULAR FULL-TIME EMPLOYEES COVERED BY THIS AGREEMENT, AND THREE DOLLARS AND FORTY CENTS (\$3.40) PER DAY FOR ALL CASUAL EMPLOYEES, BUT NOT TO EXCEED SEVENTEEN DOLLARS (\$17.00) PER WEEK, TO THE TEAMSTERS LOCAL 294 ALBANY AREA TRUCKING AND ALLIED INDUSTRIES HEALTH AND WELFARE FUND, ALBANY, NEW YORK EFFECTIVE NOVEMBER 19, 1973. ALL SUCH MONEY SHALL BE TURNED OVER TO THE TRUST FUND TREASURY ON OR BEFORE THE TENTH (10TH) DAY OF THE MONTH FOLLOWING THAT MONTH IN WHICH SAID MONEY ACCRUED.

SECTION 2. EFFECTIVE NOVEMBER 19, 1974, THE AMOUNTS SHALL BE INCREASED TO \$19.50 PER WEEK AND \$3.90 PER DAY; EFFECTIVE NOVEMBER 19, 1975, THE AMOUNTS SHALL BE INCREASED TO \$22.00 AND \$4.40 PER DAY.

ALL REGULAR EMPLOYEES TO BE PAID MONTHLY.

SECTION 3. THE HEALTH AND WELFARE FUND SHALL BE OPEN TO PARTICIPATION BY ANY GROUP OF MEMBERS BELONGING TO A PARTICIPATING LOCAL UNION AND EMPLOYEES OF A PARTICIPATING EMPLOYER NOT MEMBERS OF THE UNION, PROVIDED ALL SUCH EMPLOYEES ARE COVERED UNDER RULES, REGULATIONS AND OTHER REQUIREMENTS THAT ARE, OR MAY BE, REQUIRED BY THE TRUSTEES.

SECTION 4. THE FUND MAY AT ANY TIME CHECK THE PAYROLL RECORDS OF ANY AND ALL EMPLOYEES OF THE EMPLOYER COVERED BY THIS AGREEMENT; AT A TIME MUTUALLY AGREED UPON AT NO CHARGE TO THE EMPLOYER, BUT IN THE EVENT IT IS FOUND THAT THE EMPLOYER HAS NOT BEEN COMPLYING WITH THE TRUST FUND PROVISIONS OF THE CONTRACT, THE EMPLOYER SHALL PAY THE FULL COST OF CHECKING THE BOOKS THAT MAY BE NECESSARY BY THE TRUST OFFICIALS AND, IN ADDITION, SHALL BE RESPONSIBLE FOR ANY AND ALL CLAIMS THAT WERE NOT COVERED AND MUST PAY WHATEVER DISCREPANCIES THAT MAY EXIST TO THE TRUST FUND AND TEN PERCENT (10%) PENALTY.

SECTION 5. BY THE EXECUTION OF THIS AGREEMENT THE EMPLOYER AUTHORIZES THE EMPLOYERS' ASSOCIATIONS WHICH ARE PARTIES TO THE TRUST AGREEMENT TO DESIGNATE THE EMPLOYER TRUSTEES UNDER EACH TRUST AGREEMENT HEREBY WAIVING ALL NOTICES THEREOF AND RATIFYING ALL ACTIONS ALREADY TAKEN OR TO BE TAKEN BY SUCH TRUSTEES WITHIN THE SCOPE OF THEIR AUTHORITY.

SECTION 6. IF AN EMPLOYEE IS GRANTED A LEAVE OF ABSENCE, THE EMPLOYER SHALL COLLECT FROM SAID EMPLOYEE, PRIOR TO THE LEAVE OF ABSENCE BEING EFFECTIVE, SUFFICIENT MONIES TO PAY THE REQUIRED CONTRIBUTIONS INTO THE HEALTH AND WELFARE FUND DURING THE PERIOD OF ABSENCE.

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SECTION 7. THE EMPLOYERS AGREE TO FURNISH SUCH INFORMATION AS MAY BE NECESSARY CONCERNING ITS EMPLOYEES AS WILL ENABLE THE TRUST FUND TO CARRY OUT ITS DUTY TO FURNISH ADEQUATE COVERAGE FOR SUCH EMPLOYEE.

SECTION 8. PAYMENTS TO THE FUND MUST BE PAID BY THE EMPLOYER DURING EMPLOYEE VACATION.

SECTION 9. IF A REGULAR EMPLOYEE IS ABSENT BECAUSE OF ILLNESS OF OFF-THE-JOB INJURY AND NOTIFIES THE EMPLOYER OF SUCH ABSENCE, THE EMPLOYER SHALL CONTINUE TO MAKE THE REQUIRED CONTRIBUTIONS FOR A PERIOD OF FOUR WEEKS (4). IF A REGULAR EMPLOYEE IS INJURED ON THE JOB, THE EMPLOYER SHALL CONTINUE TO PAY THE REQUIRED CONTRIBUTIONS UNTIL SUCH EMPLOYEE RETURNS TO WORK; HOWEVER, SUCH CONTRIBUTIONS SHALL NOT BE PAID FOR A PERIOD OF MORE THAN TWELVE (12) MONTHS.

9. PENSION FUND

SECTION 1. THE EMPLOYER AGREES TO CONTRIBUTE THE SUM THREE DOLLARS AND FORTY CENTS (\$3.40) PER DAY WORKED BY EACH EMPLOYEE COVERED BY THIS AGREEMENT, UP TO A MAXIMUM OF SEVENTEEN DOLLARS (17.00) PER WEEK TO THE PENSION FUND OF THE ALBANY AREA TRUCKING AND ALLIED INDUSTRIES, LOCAL 294, EFFECTIVE NOVEMBER 19, 1973. EFFECTIVE NOVEMBER 19, 1974, THE EMPLOYER AGREES TO PAY THE SUM OF THREE DOLLARS AND NINETY CENTS (\$3.90) PER DAY FOR EACH CASUAL EMPLOYEE COVERED BY THIS AGREEMENT, NOT TO EXCEED A MAXIMUM OF NINETEEN DOLLARS AND FIFTY CENTS (\$19.50) PER WEEK. EFFECTIVE NOVEMBER 19, 1975, THE SUM OF \$4.40 PER DAY NOT TO EXCEED TWENTY-TWO DOLLARS (\$22.00) PER WEEK.

SECTION 2. THE EMPLOYER AGREES TO REGULARLY CONTRIBUTE AS SPECIFIED HEREINABOVE ON OR BEFORE THE 15TH DAY OF THE MONTH FOLLOWING THAT MONTH IN WHICH SAID MONIES ACCRUED.

SECTION 3. FAILURE ON THE PART OF THE EMPLOYER REGULARLY TO CONTRIBUTE AS SPECIFIED HEREINABOVE SHALL MAKE HIM LIABLE FOR ALL CLAIMS, DAMAGES, ATTORNEY FEES, COURT COSTS, ETC., PLUS ALL ARREARS IN PAYMENTS, PLUS 10% PENALTY RELATING TO DELINQUENT CONTRIBUTIONS AMOUNT ONLY.

SECTION 4. THE PENSION FUND OF THE ALBANY AREA TRUCKING AND ALLIED INDUSTRIES, LOCAL 294, MAY AT ANY TIME CHECK THE PAYROLL RECORDS OF ANY AND ALL EMPLOYEES OF THE EMPLOYER COVERED BY THIS AGREEMENT AS SET FORTH IN THE BARGAINING AGREEMENT.

SECTION 5. THE EMPLOYER AGREES TO FURNISH SUCH INFORMATION AS MAY BE NECESSARY FROM TIME TO TIME CONCERNING ITS EMPLOYEES AS WILL ENABLE THE PENSION FUND TO CARRY OUT ITS DUTIES TO FURNISH ADEQUATE COVERAGE FOR EACH EMPLOYEES.

SECTION 6. IF A REGULAR FULL-TIME EMPLOYEE IS ABSENT BECAUSE OF ILLNESS OR OFF-THE-JOB INJURY, AND NOTIFIES THE EMPLOYER OF SUCH ABSENCE FOR SUCH REASONS, THE EMPLOYER SHALL CONTINUE TO MAKE THE REQUIRED CONTRIBUTIONS FOR A PERIOD NOT TO EXCEED FOUR (4) WEEKS.

SECTION 7. IF A REGULAR FULL-TIME EMPLOYEE IS INJURED ON THE JOB, THE EMPLOYER SHALL CONTINUE TO MAKE THE REQUIRED CONTRIBUTIONS UNTIL SUCH EMPLOYEE RETURNS TO WORK, FOR A PERIOD, HOWEVER, NOT EXCEEDING MORE THAN TWELVE (12) MONTHS.

SECTION 8. IF AN EMPLOYEE IS GRANTED A LEAVE OF ABSENCE, THE EMPLOYER SHALL COLLECT FROM SAID EMPLOYEE, PRIOR TO LEAVE OF ABSENCE BEING EFFECTIVE, SUFFICIENT MONIES TO PAY THE REQUIRED CONTRIBUTIONS INTO THE PENSION PLAN FUND DURING THE PERIOD OF ABSENCE.

SECTION 9. BY THE EXECUTION OF THIS AGREEMENT, THE EMPLOYER AGREES TO BE BOUND BY THE TERMS OF THE AGREEMENT AND DECLARATION OF TRUST AND RATIFIES ALL ACTIONS ALREADY TAKEN OR TO BE TAKEN BY THE TRUSTEES WITH THE SCOPE OF THEIR AUTHORITY.

10. JOB SECURITY

SECTION 1. THE EMPLOYER WILL USE HIRED TRUCKS ONLY AFTER HIS OWN AVAILABLE TRUCKS ARE WORKING. WHEN HIRING OTHER TRUCKS, THE EMPLOYER SHALL REFRAIN FROM HIRING THE SAME FROM EMPLOYERS WHO DO NOT AT LEAST OBSERVE THE WAGES, HOURS AND WORKING CONDITIONS COVERED BY THIS AGREEMENT.

SECTION 2. THE EMPLOYER AGREES NOT TO SELL OR LEASE ANY OF HIS BUSINESS OR EQUIPMENT TO HIS EMPLOYEES. THE EMPLOYER AGREES NOT TO SELL OR LEASE ANY OF HIS BUSINESS OR EQUIPMENT TO ANY PERSON FOR THE PURPOSE OF DEFEATING THIS CONTRACT.

1.1. UNION SECURITY

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT AS A CONDITION OF CONTINUED EMPLOYMENT, ALL PERSONS WHO ARE HEREAFTER EMPLOYED BY THE EMPLOYER IN THE UNIT WHICH IS THE SUBJECT OF THIS AGREEMENT SHALL BECOME MEMBERS OF THE UNION ON AND AFTER THE 30TH DAY FOLLOWING THE BEGINNING OF THE EMPLOYMENT OR THE EXECUTION DATE OF THIS AGREEMENT, WHICHEVER IS THE LATER; THAT THE CONTINUED EMPLOYMENT BY THE EMPLOYER IN SAID UNIT OF PERSONS WHO ARE ALREADY MEMBERS IN GOOD STANDING OF THE UNION SHALL BE CONTINUED UPON THOSE PERSONS CONTINUING THEIR PAYMENT OF THE PERIODIC DUES OF THE UNION; AND THAT THE CONTINUED EMPLOYMENT OF PERSONS WHO WERE IN THE EMPLOY OF THE EMPLOYER PRIOR TO THE DATE OF THIS AGREEMENT AND WHO ARE NOT MEMBERS OF THE UNION, SHALL BE CONDITIONED UPON THOSE PERSONS BECOMING MEMBERS OF THE UNION AND AFTER THE 30TH DAY FOLLOWING THE EXECUTION DATE OF THIS AGREEMENT.

THE FAILURE OF ANY PERSON TO BECOME A MEMBER OF THE UNION AT THE REQUIRED TIME SHALL OBLIGATE THE EMPLOYER UPON WRITTEN NOTICE FROM THE UNION TO SUCH EFFECT AND TO THE FURTHER EFFECT THAT UNION MEMBERSHIP WAS AVAILABLE TO OTHER MEMBERS, TO FORTHWITH DISCHARGE SUCH PERSON. FURTHER, THE FAILURE OF ANY PERSON TO MAINTAIN HIS UNION MEMBERSHIP IN GOOD STANDING AS REQUIRED HEREIN SHALL, UPON WRITTEN NOTICE TO THE EMPLOYER BY THE UNION TO SUCH EFFECT, OBLIGATE THE EMPLOYER TO DISCHARGE SUCH PERSON.

IN THE EVENT OF ANY CHANGE IN THE LAW DURING THE TERM OF THIS AGREEMENT, THE EMPLOYER AGREES THAT THE UNIONS WILL BE ENTITLED TO RECEIVE THE MAXIMUM UNION SECURITY WHICH MAY BE LAWFULLY PERMISSIBLE.

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WHEN THE EMPLOYER NEEDS ADDITIONAL EMPLOYEES, HE SHALL GIVE THE LOCAL UNION EQUAL OPPORTUNITY WITH ALL OTHER SOURCES TO PROVIDE SUITABLE APPLICANTS BUT THE EMPLOYER SHALL NOT BE REQUIRED TO HIRE THOSE REFERRED BY THE LOCAL UNION.

NO PROVISION OF THIS ARTICLE 11 SHALL APPLY IN ANY STATE TO THE EXTENT THAT IT MAY BE PROHIBITED BY STATE LAW. IF, UNDER APPLICABLE STATE LAW, ADDITIONAL REQUIREMENT MUST BE MET BEFORE ANY SUCH PROVISION MAY BECOME EFFECTIVE, SUCH ADDITIONAL REQUIREMENTS SHALL FIRST BE MET.

IF ANY PROVISION OF THIS ARTICLE 11 IS INVALID UNDER THE LAW OF ANY STATE WHEREIN AGREEMENT IS EXECUTED, SUCH PROVISION SHALL BE RE-NEGOTIATED FOR THE PURPOSE OF ADEQUATE REPLACEMENT. IF SUCH NEGOTIATIONS SHALL NOT RESULT IN A MUTUALLY SATISFACTORY AGREEMENT, EITHER PARTY SHALL BE PERMITTED ALL LEGAL OR ECONOMIC RECOURSE.

12. CHECK-OFF

THE EMPLOYER AGREES TO DEDUCT FROM THE PAY OF ALL EMPLOYEES COVERED BY THIS AGREEMENT THE DUES, INITIATION FEES, AND/OR UNIFORM ASSESSMENTS OF THE LOCAL UNION HAVING JURISDICTION OVER SUCH EMPLOYEES AND AGREES TO REMIT TO SAID LOCAL UNION ALL SUCH DEDUCTIONS PRIOR TO THE END OF THE MONTH FOR WHICH THE DEDUCTION IS MADE. WHERE LAWS REQUIRE WRITTEN AUTHORIZATION BY THE EMPLOYEE, THE SAME IS TO BE FURNISHED IN THE FORM REQUIRED. WHERE AN EMPLOYEE WHO IS ON CHECK-OFF IS NOT ON THE PAYROLL DURING THE WEEK IN WHICH THE DEDUCTION IS TO BE MADE OR HAS NO EARNINGS OR INSUFFICIENT EARNINGS DURING THAT WEEK OR IS ON LEAVE OF ABSENCE, THE EMPLOYEE MUST MAKE ARRANGEMENTS WITH THE LOCAL UNION TO PAY SUCH DUES IN ADVANCE.

HOURLY RATE:

DRIVERS & HELPERS:

EFFECTIVE NOVEMBER 19, 1973 - NOVEMBER 18, 1974	\$6.00 PER HOUR
EFFECTIVE NOVEMBER 19, 1974 - NOVEMBER 18, 1975	\$6.30 PER HOUR
EFFECTIVE NOVEMBER 19, 1975 - NOVEMBER 18, 1976	\$6.60 PER HOUR

SECTION 2. - CALL IN TIME. CALL-IN-TIME FOR THE NEXT DAY'S

WORK TO BE BETWEEN 4:00 AND 5:00 P.M.

DRIVERS ON LAY-OVER WILL BE GIVEN \$13.00 PLUS MEALS.

DRIVERS CALLED TO WORK SHALL BE GUARANTEED EIGHT (8)

HOURS AND THERE SHALL BE A TWO (2) HOUR SHOW-UP TIME FOR JOB

INCLEMENT WEATHER AND CANCELLATION.

SECTION 3. - SENIORITY: SENIORITY SHALL PREVAIL IN THE MATTER

OF LAYING OFF AND REHIRING. A REGULAR EMPLOYEE IS DEFINED AS ONE WHO HAS BEEN IN THE EMPLOY OF THE EMPLOYER REGULARLY FOR A PERIOD OF THIRTY (30) DAYS.

14. COST OF LIVING: ALL EMPLOYEES COVERED BY THIS AGREEMENT SHALL BE COVERED BY THE PROVISIONS FOR A COST-OF-LIVING ALLOWANCE GUARANTEED.

EFFECTIVE NOVEMBER 18, 1974, EIGHT (8¢) PER HOUR AND EFFECTIVE NOVEMBER 19, 1975, NOT TO EXCEED ELEVEN (11¢) PER HOUR EACH YEAR.

15. MAINTENANCE OF STANDARDS:

LOCAL UNIONS AND EMPLOYERS SHALL REDUCE TO WRITING WITHIN NINETY (90) DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT BETTER CONDITIONS, IF ANY PROTECTED BY THIS ARTICLE.

ANY DISAGREEMENT BETWEEN THE LOCAL UNION AND THE EMPLOYER WITH RESPECT TO

13 THIS MATTER SHALL BE SUBJECT TO THE GRIEVANCE PROCEDURE.

THE UNION IN APPLYING THE TERMS AND CONDITIONS OF THIS AGREEMENT IF SUCH ERROR IS CORRECTED WITHIN NINETY (90) DAYS FROM THE DATE OF ERROR. IF NOT CORRECTED WITHIN NINETY (90) DAYS, SUCH BETTER CONDITION SHALL REMAIN IN EFFECT.

16. SUCCESSORS CLAUSE

THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO, THEIR SUCCESSORS, ADMINISTRATORS, EXECUTORS AND ASSIGNS. IN THE EVENT AN ENTIRE OPERATION, OR RIGHTS ONLY, ARE SOLD, LEASED, TRANSFERRED OR TAKEN OVER BY SALE, TRANSFER, LEASE, ASSIGNMENT, RECEIVERSHIP OR BANKRUPTCY PROCEEDINGS, SUCH OPERATION OR USE OF SUCH RIGHTS SHALL CONTINUE TO BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT FOR THE LIFE THEREOF.

ON THE SALE, TRANSFER OR LEASE OF AN INDIVIDUAL RUN OR RUNS, OR RIGHTS ONLY, THE SPECIFIC PROVISIONS OF THIS AGREEMENT, EXCLUDING RIDERS OR OTHER CONDITIONS, SHALL PREVAIL. IT IS UNDERSTOOD BY THIS SECTION THAT THE PARTIES HERETO SHALL NOT USE ANY LEASING DEVICE TO A THIRD PARTY TO EVADE THIS AGREEMENT. THE EMPLOYER SHALL GIVE NOTICE OF THE EXISTENCE OF THIS AGREEMENT TO ANY PURCHASER, TRANSFEREE, LEASEE, ASSIGNEE, ETC. OF THE OPERATION COVERED BY THIS AGREEMENT OR ANY PART THEREOF, INCLUDING RIGHTS ONLY. SUCH NOTICE SHALL BE IN WRITING WITH A COPY TO THE LOCAL UNION, AT THE TIME THE SELLER, TRANSFEREE, OR LESSOR EXECUTES A CONTRACT OR TRANSACTION AS HEREIN DESCRIBED. THE LOCAL UNION SHALL ALSO BE ADVISED OF THE EXACT NATURE OF THE TRANSACTION, NOT INCLUDING FINANCIAL DETAILS. IN THE EVENT THE EMPLOYER FAILS TO REQUIRE THE PURCHASER, TRANSFEREE, OR LESSEE TO ASSUME THE OBLIGATIONS OF THIS AGREEMENT, THE EMPLOYER (INCLUDING PARTNERS THEREOF) SHALL BE LIABLE TO THE LOCAL UNION

17. JOB STEWARDS

THE EMPLOYER RECOGNIZES THE RIGHT OF THE UNION TO DESIGNATE JOB STEWARDS AND ALTERNATES. THE APPOINTED SHOP STEWARD SHALL HAVE THE HIGHEST SENIORITY.

THE AUTHORITY OF JOB STEWARDS AND ALTERNATES SO DESIGNATED BY THE UNION SHALL BE LIMITED TO, AND SHALL NOT EXCEED, THE FOLLOWING DUTIES AND ACTIVITIES;

- (A) THE INVESTIGATION AND PRESENTATION OF GRIEVANCES IN ACCORDANCE WITH THE PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT;
- (B) THE COLLECTION OF DUES WHEN AUTHORIZED BY APPROPRIATE LOCAL UNION ACTION;
- (C) THE TRANSMISSION OF SUCH MESSAGES AND INFORMATION WHICH SHALL ORIGINATE WITH, AND ARE AUTHORIZED WITH, AND ARE AUTHORIZED BY THE LOCAL UNION OR ITS OFFICERS, PROVIDED SUCH MESSAGES AND INFORMATION
 - (I) HAVE BEEN REDUCED TO WRITING, OR
 - (II) IF NOT REDUCED TO WRITING, ARE OF A ROUTINE NATURE AND DO NOT INVOLVE WORK STOPPAGES, SLOW DOWNS, REFUSAL TO HANDLE GOODS, OR ANY OTHER INTERFERENCE WITH THE EMPLOYER'S BUSINESS.

JOB STEWARDS AND ALTERNATES HAVE NO AUTHORITY TO TAKE STRIKE ACTION, OR ANY OTHER ACTION INTERRUPTING THE EMPLOYERS BUSINESS, EXCEPT AS AUTHORIZED BY OFFICIAL ACTION OF THE UNION.

THE EMPLOYER RECOGNIZES THESE LIMITATIONS UPON THE AUTHORITY OF JOB STEWARDS AND THEIR ALTERNATES, AND SHALL NOT HOLD THE UNION LIABLE FOR ANY UNAUTHORIZED ACTS. THE EMPLOYER, IN SO RECOGNIZING SUCH LIMITATIONS, SHALL HAVE THE AUTHORITY TO IMPOSE PROPER DISCIPLINE, INCLUDING DISCHARGE, IN THE EVENT THE SHOP STEWARD HAS TAKEN UNAUTHORIZED STRIKE ACTION, SLOW DOWN, OR WORK STOPPAGE IN VIOLATION OF THIS AGREEMENT.

JAMES K. STERRITT TRUCKING

ADDRESS: _____

FOR THE UNION

NICHOLAS M. ROBILOTTO, PRESIDENT

LOCAL UNION NO. 294, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS OF AMERICA, INC.

BY: _____

800 THIRD STREET
ALBANY, NEW YORK

16
DATE: NOVEMBER 17, 1973

MES H. BEVIER
PRESIDENT

MAIL ADDRESS:
P. O. BOX 207
W. COXSACKIE, N. Y. 12152

PHONE:
(518) 731-8116

LIST OF DRIVERS

ERS LISTED ON LEFT ARE NOW EMPLOYED BY CONCRETE HAULERS INC., DRIVERS LISTED ON RIGHT
ONES PREVIOUSLY EMPLOYED BY J. K. STERRITT TRUCKING INC.,.

WIPPER

MAUSOLF X

GEROW X

G MEO 22?

VAN HOESEN X

MARTIN

ALTE

S. WOOD

W. WOOD

DECKER

WALKER 17

COCHRANE 18?

START 19

MAUER 20

MORAN 21

R.QUICK, 1 ✓

WIPPER

MAUSOLF 2? ✓

MONTEVERDE 3 ✓

JORDON 4 ✓

GEROW 5 ✓

FINCH 6 ✓

OVERBAUGH 7 ✓

B. MEO 8 ✓

A.QUICK Sr 9 ✓

VAN HOESEN 10 ✓

MARTIN 11 ✓

ALTE 13 ✓

RHUNKE 12 ✓

S.WOOD 14 ✓

W.WOOD 15 ✓

DECKER 16 ✓

: DRIVERS LISTED BELOW ARE THE ONES WHO FILED THE COMPLAINT WITH N.L.R.BOARD.

R.QUICK
MONTEVERDE

117 JORDON

FINCH
OVERBAUGH
A.QUICK

RHUNKE

2. Is it a corporation, partnership, an individual doing business under a trade name, or other type of organization? If a corporation, please give the State which incorporated. If a partnership, please give the name and address of each partner and his share of interest in the business. If an individual, please give his name and address and the name under which he is doing business.

INCORPORATED IN THE STATE OF NEW YORK

3. Location of headquarters or principal office or place of business _____

SCHELLER PARK RD., NEW BALTIMORE, N.Y.

4(a) If the company is affiliated with other companies, please give the names and locations, and nature of affiliation, such as parent company, or subsidiary.

(b) Is the company a member of an Employer Association? NO If so, names of Associations. _____

5. The type and location of all plants, projects, or businesses operated by the company _____

TRUCK TRACTORS AND TRUCK TERMINAL

6. The materials purchased to be used or handled by the company at the operation involved in this purchasing. NONE

7. The products manufactured, goods or merchandise handled, or a brief description of operations or service performed at the operation involved in this proceeding. HAULING OF PRESTRESSED AND PRECAST CONCRETE FORMS

8(a) A reasonable estimate of the value of materials, supplies or merchandise used or handled during the past 12-month period UNKNOWN

(b) The approximate percentage thereof shipped to you directly from outside the State. NONE

9(a) A reasonable estimate of the value of goods or merchandise sold, service rendered or products manufactured, processed or sold by the establishment during the past 12-month period (that is, the gross revenues of the establishment). \$500,000.

(b) The approximate percentage thereof sold or shipped or destined to points outside the State. 20%

10. Has the company done any work for or furnished materials or parts to any other companies apparently engaged in interstate commerce? YES
If so, dollar value of such services or materials furnished during the past 12-month period. \$500,000.

11. Do any of your operations have any connection with the defense program, or do you service any other company engaged in the defense program? NO

3/1/74

(DATE)

James K. Stull
(SIGNATURE)

PRESIDENT

(TITLE)

JAMES K. STERRITT, being duly sworn, deposes and says:

1. I live at RD 1, Box 18, Athens, New York, my home telephone number is 943-2118.

2. I am General Manager of Concrete Haulers, Inc., P.O. Box 367, Coxsackie, New York, a Delaware Corporation, engaged in hauling precast and prestressed concrete. We are under contract to haul for Spancrete Northeast and work exclusively for that company. Concrete Haulers, Inc., started in business on February 1, 1974. In the one and one-half ($1\frac{1}{2}$) months we have been in operation, we have had gross revenues of approximately Forty Thousand (\$40,000.00) Dollars. In the calendar year from February 1, 1974 through February 1, 1975 we hope to do business with Spancrete in excess of Fifty Thousand (\$50,000.00) Dollars. Approximately five (5%) percent of Spancrete work is transported outside New York State.

3. James K. Sterritt, Inc., leased equipment to Spancrete Northeast from 1969 to January, 1973. Then in February 1973 James K. Sterritt, Inc., went to work for Sterritt Trucking, Inc., which at that time took over the Hauling for Spancrete as a contract hauler. James K. Sterritt, Inc., worked for Sterritt Trucking, Inc., from February 1973 to January 31, 1974 when it terminated operations.

4. James K. Sterritt, Inc., is still in existence as a corporation, but is not operating. Concrete Haulers Inc., has purchased some of the equipment that James K. Sterritt Inc., leased to Sterritt Trucking Inc. The trailers were sold by James K. Sterritt, Inc., to Spancrete and some individuals. The employees of Concrete Haulers, Inc., are for the most part, the same as those of James K. Sterritt, Inc. Concrete Haulers, Inc., presently employs 15 drivers, and ten of them were employed by

type work for Sterritt Trucking, Inc., and leases offices and garage facilities located at Sheller Park, New York and Pittsfield Massachusetts. I am not a corporate officer in Concrete Haulers, Inc. I am the President of James K. Sterritt, Inc. James Bevier is the President of Concrete Haulers, Inc., he was not an officer of James K. Sterritt, Inc. He did the accounting work for James K. Sterritt, Inc. Mr. Bevier spends 3 days per week at Concrete Haulers, Inc. I try to oversee the operation at Concrete Haulers, Inc., and when I'm not present, Mr. Bevier takes over.

5. In May, 1973, I signed an agreement with Local 294, IBT that we would negotiate with that union as the collective bargaining for the drivers. From May 1973 to November 1973, Local 294 representatives and I met over a proposed agreement. On November 19, 1973, I signed an agreement with Local 294; but I have never received a signed agreement from Local 294. When I signed the agreement, I started paying the benefits that that agreement called for and I started paying \$6.00 per hour and started making payments into the health and welfare and pension funds. I also made a retroactive wage payment to each driver of \$160.00. (This payment was made to each driver employed prior to August 1, 1973)

6. Also on November 19, 1973, I received a temporary tariff increase from Spancrete. However, by letter dated December 5, 1973, Spancrete protested the high tariff and stated if it wasn't reduced, Spancrete would have to give consideration to using another carrier. In one or two weeks I responded to Spancrete's letter, saying I'd try to make some kind of adjustment in the rate. I showed Robert Quick, the 294 steward, the letter I received from Spancrete.

7. In early January, I posted a notice that James K. Sterritt, Inc., was going out of business. The girl in the office was given

Also at that time, (early January) because of the seasonal slow-down, we began laying off drivers by seniority. Probably we did no hauling at all in the last two weeks of January. In the month of January, I formed a new corporation, Concrete Haulers, Inc., and during that month, negotiated a new tariff with Spancrete. Also in the month of January, I contacted Local 294 to negotiate a new contract for Concrete Haulers. However, since Nick Robilotto was away, I did not have any specific discussions as to contract terms until he returned in February.

8. I started in operation on February 1, but I don't recall how many loads, if any, we had on that day. Business started picking up in February and although we have not had steady work for 15 drivers, we've had as many as 15 drivers employed.

9. After work ceased in January, 1974 for the James K. Sterritt drivers, and after I knew that I was starting up Concrete Haulers, Inc., some of my James K. Sterritt employees came in and applied for work with the new corporation. I don't recall how many of the James K. Sterritt drivers applied for work in January -- I know that some of them did. I did not invite these men to file for employment, they did it on their own. I don't think that any two of them came in at one time. Although I did not publish the fact that Concrete Haulers, Inc., was starting in business, it was no secret, and it was commonly known by the drivers of James K. Sterritt, Inc., that I was starting Concrete Haulers, Inc.

10. The Concrete Haulers, Inc., seniority is determined by the date of employment and when the men started working. I take no part and have no control over this matter as such.

11. Verbally, Nick Robilloto and I have agreed to a new contract for Concrete Haulers, Inc., although we have not signed

men are receiving payment by the trip and \$3.25 for local work). We reached this verbal agreement after the men met with Robilloto on Saturday, March 9, 1974.

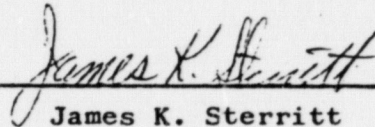
12. The 7 men that filed charges with the NLRB have not filed applications with Concrete Haulers, Inc., nor have they approached me in any other way for employment. Nick Robilloto called me on March 9, 1974, agreeing to the terms of an agreement, and saying that everything concerning the new contracts' terms and conditions were straightened out, and that he was sending the men down to talk to me. I told him that I'd be there all weekend. A group of drivers (those employed by Concrete Haulers, Inc.,) arrived and were very irate, they were very unhappy about the outcome of the 294 meeting, one of the problems they voiced is that the James K. Sterritt seniority list was to be used at Concrete Haulers, Inc, however, as previously stated, the seniority list is determined by the date of employment in the new corporation and that must stand. To the best of my knowledge, the 7 men who filed charges did not attempt to meet with me on March 9. I called Allen Finch on March 10 and asked him to come to my office. The meeting lasted for some time. I asked what the outcome of the Local 294 meeting was, and what did the Union and the men agree on. Finch did not offer to return to work, either as an individual or as a representative of the other charge filers. I did not tell Finch that he could return to work, nor did I tell him that I was refusing to take him back. (Anyone could come to work who applied and provided they were willing to accept the agreement that Concrete Haulers, Inc., and Local 294 had made). I did not tell Finch or tell Robilloto that I would not rehire the charge filers until they dropped the NLRB charges.


13. I do not know why my drivers were refused loads on Tuesday, March 12; my drivers went up to pick up loads for the following day and were denied their loads. About four hours later

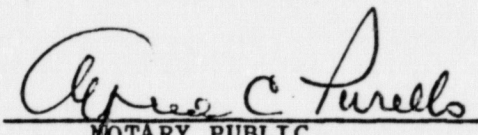
14. When Bob Quick read the letter from Spancrete in December, I told him that I couldn't live with the agreement I had signed with Local 294. I could have told other employees too, I just don't recall. I asked Quick what I was to do? I may have told him at that time that I'd have to go out of business, or start a new corporation, or renegotiate with Local 294 or Spancrete, but I had to do something or go bankrupt probably.

15. I did not tell any employees that I would not rehire the 7 men who filed charges, nor did I ever tell any employees that one of the reasons that I was going out of business as James K. Sterritt, Inc., was to get rid of these 6-7 men.

16. I have not refused to reemploy these 6-7 men for any reason. The reason that these men are not working is because they have not reapplied. The Union has not told me that I should refuse to rehire these men.


James K. Sterritt

Sworn to before me this
 day of April, 1974.


NOTARY PUBLIC

December 5, 1973


Mr. James K. Sterritt
P.O. Box 367
West Coxsackie, New York 12192

Dear Mr. Sterritt:

The massive increases in your new tariff recently submitted has placed you in a non-competitive position and consequently is jeopardizing your position with our Company. As you know we are forced to bid competitively on all of our work and since transportation is a major item due to the heavy weight of our products your recent high increases will certainly interfere with our future marketing success. To protect ourselves and survive in this highly competitive industry we are forced to seek a more economical and competitive carrier to transport our products. If we are unsuccessful in this search then most certainly our Company will be faced with a most difficult and disturbing future. I strongly recommend that you review your current rate structure and costs to make every effort possible at a reduction to your existing tariff.

Yours truly,

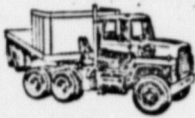
SPANCRETE NORTHEAST, INC.



Howard W. Blosser
President

HWB/ms

SOUTH BETHLEHEM, NEW YORK 12161/PHONE (518) 767-22



JAMES K. STERRITT INC.
P. O. BOX 367
WEST COXSACKIE, N. Y. 12102

2991

NOVEMBER 26 1973 50-426 213

PAY
TO THE
ORDER OF

ALLEN FINCH

\$ 160.00

The sum of \$160.00

DOLLARS

For



CATSKILL OFFICE
MARINE MIDLAND BANK-EASTERN
NATIONAL ASSOCIATION
CATSKILL, N. Y. 12414

50-426

DEC 1 1973

CATSKILL, N. Y.

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James K. Sterritt pres



JAMES K. STERRITT INC.
P. O. BOX 367
WEST COXSACKIE, N. Y. 12102

2990

NOVEMBER 26 1973 50-426 213

PAY
TO THE
ORDER OF

PAUL OVERBAUGH

PAID

MARINE MIDLAND BANK - EASTERN
NATIONAL ASSOCIATION

\$ 160.00

The sum of \$160.00

DOLLARS

For



CATSKILL OFFICE
MARINE MIDLAND BANK-EASTERN
NATIONAL ASSOCIATION
CATSKILL, N. Y. 12414

50-426

DEC 7 1973

CATSKILL, N. Y.

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James K. Sterritt pres



JAMES K. STERRITT INC.
P. O. BOX 367
WEST COXSACKIE, N. Y. 12102

2988

NOVEMBER 26 1973 50-426 213

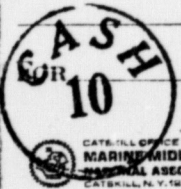
PAY
TO THE
ORDER OF

ALBERT QUICK, SR

\$ 160.00

The sum of \$160.00

DOLLARS



CATSKILL OFFICE
MARINE MIDLAND BANK-EASTERN
NATIONAL ASSOCIATION
CATSKILL, N. Y. 12414

50-426

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CATSKILL, N. Y.

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James K. Sterritt pres



JAMES K. STERRITT INC.
P. O. BOX 367
WEST COXSACKIE, N. Y. 12102

2985

NOVEMBER 26 1973 50-426 213

PAY
TO THE
ORDER OF

FRANK RUNKE

\$ 160.00

The sum of \$160.00

DOLLARS

For



CATSKILL OFFICE
MARINE MIDLAND BANK-EASTERN
NATIONAL ASSOCIATION
CATSKILL, N. Y. 12414

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DEC 1 1973



CATSKILL, N. Y.

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James K. Sterritt pres



JAMES K. STERRITT INC.
P. O. BOX 367
WEST COXSACKIE, N. Y. 12192

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PAY TO THE ORDER OF

FRANK RIPPERGER

NOVEMBER 26 1973

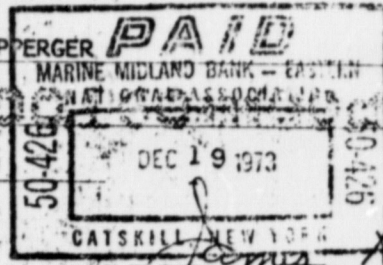
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\$ 160.00

The sum of \$160.00

DOLLARS

OR



CATSKILL OFFICE
MARINE MIDLAND BANK - EASTERN
NATIONAL ASSOCIATION
CATSKILL, N. Y. 12414

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JAMES K. STERRITT INC.
P. O. BOX 367
WEST COXSACKIE, N. Y. 12192

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PAY TO THE ORDER OF

EDWARD JORDAN

NOVEMBER 26 1973

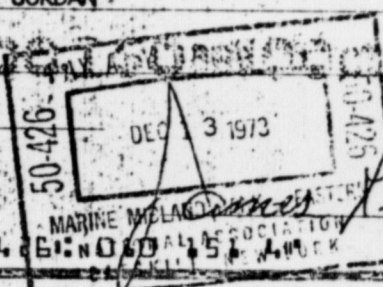
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\$ 160.00

The sum of \$160.00

DOLLARS

OR



CATSKILL OFFICE
MARINE MIDLAND BANK - EASTERN
NATIONAL ASSOCIATION
CATSKILL, N. Y. 12414

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JAMES K. STERRITT INC.
P. O. BOX 367
WEST COXSACKIE, N. Y. 12192

2994

PAY TO THE ORDER OF

THOMAS MONTEVERDE

NOVEMBER 26 1973

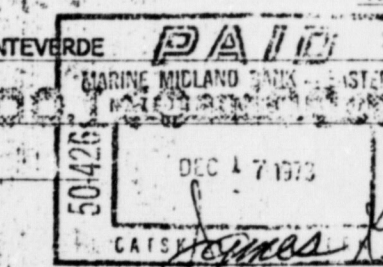
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\$ 160.00

The sum of \$160.00

DOLLARS

OR



CATSKILL OFFICE
MARINE MIDLAND BANK - EASTERN
NATIONAL ASSOCIATION
CATSKILL, N. Y. 12414

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JAMES K. STERRITT INC.
P. O. BOX 367
WEST COXSACKIE, N. Y. 12192

2995

PAY TO THE ORDER OF

ROBERT QUICK

NOVEMBER 26 1973

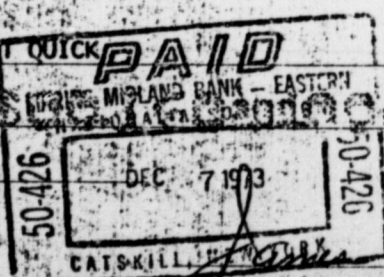
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\$ 160.00

The sum of \$160.00

DOLLARS

OR



CATSKILL OFFICE
MARINE MIDLAND BANK - EASTERN
NATIONAL ASSOCIATION
CATSKILL, N. Y. 12414

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CATSKILL OFFICE
MARINE MIDLAND BANK - EASTERN
NATIONAL ASSOCIATION
CATSKILL, N.Y. 12414

FOR

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\$ 70.32

NOVEMBER 26 19 73

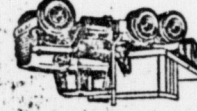
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PAID

FRANK RIPPENGER

JAMES K. STERRITT INC.
P. O. BOX 367
WEST COXSACKIE, N. Y. 12192



JAMES K. STERRITT INC.
P. O. BOX 367
WEST COXSACKIE, N. Y. 12192

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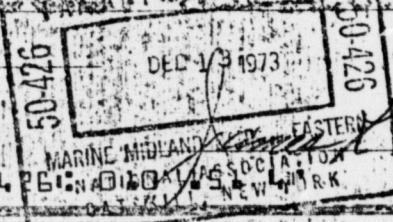
TO THE
ORDER OF

EDWARD JORDAN

\$ 74.82

R

CATSKILL OFFICE
MARINE MIDLAND BANK - EASTERN
NATIONAL ASSOCIATION
CATSKILL, N.Y. 12414



DOLLARS



JAMES K. STERRITT INC.
P. O. BOX 367
WEST COXSACKIE, N. Y. 12192

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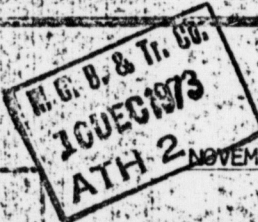
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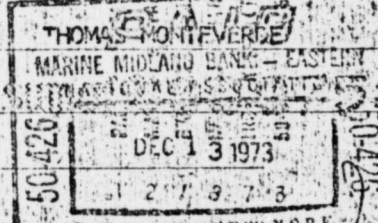
THE
DER OF

THOMAS MONTEVERDE

\$ 75.02



CATSKILL OFFICE
MARINE MIDLAND BANK - EASTERN
NATIONAL ASSOCIATION
CATSKILL, N.Y. 12414



DOLLARS



JAMES K. STERRITT INC.
P. O. BOX 367
WEST COXSACKIE, N. Y. 12192

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NOVEMBER 26 19 73

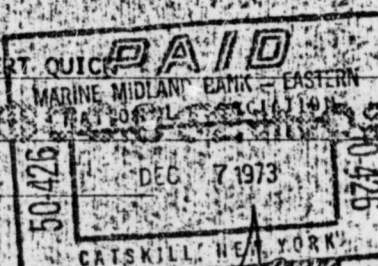
THE
DER OF

ROBERT QUICK

\$ 62.02

R

CATSKILL OFFICE
MARINE MIDLAND BANK - EASTERN
NATIONAL ASSOCIATION
CATSKILL, N.Y. 12414



DOLLARS



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STERRITT INC.
P.O. BOX 367
ACKIE, N. Y. 12102

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NOVEMBER 26 19 73 ⁵⁰⁻⁴ 21

PAUL OVERBAUGH

PAID

\$ 92.18

MARINE MIDLAND BANK - EAST

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CATSKILL, NEW YORK

James V. Sterritt per

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CATSKILL OFFICE
MARINE MIDLAND BANK -
NATIONAL ASSOCIATION
CATSKILL, N. Y. 12102



J
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STERRITT INC.
P.O. BOX 367
ACKIE, N. Y. 12102

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NOVEMBER 26 19 73 ⁵⁰⁻⁴ 21

ALLEN FINCH

\$ 74.82

SUM OF \$ 74.82

DOLLAR

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James V. Sterritt per

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000000746

CATSKILL OFFICE
MARINE MIDLAND BANK -
NATIONAL ASSOCIATION
CATSKILL, N. Y. 12102

STERRITT TRUCKING, Inc. ^{FAST} 61 62

P. O. Box 367

West Coxsackie, New York, 12192

JAMES K. STERRITT, Pres.

Telephone 518-731-8116

December 17, 1973

Mr. Howard Blosser, President

Dear Mr. Blosser:

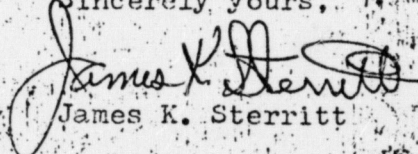
This is to acknowledge receipt of your letter of December 5, 1973 with reference to our rate increase. We are well aware of, and can appreciate, your position with respect to remaining competitive and that our rates at present, may appear to be non-competitive. To this end we are reviewing procedures and possibilities where by these may be adjusted in the future.

Meanwhile, I should point out that as a result of inflation and the particularly serious affect of the current energy crisis on the trucking industry as a whole, all trucking companies are facing a "tariff crisis". Further in our particular situation we are, as you know, under a recent contract with the Teamsters Union that provides for exorbitant charges for various benefits they claim to provide their members and our employees.

Notwithstanding all these we are taking steps to provide for a future rate adjustment. The transfer of our trailers to Spancrete is a step and a major factor in our review. We are pursuing organizational changes that could result in a further adjustment factor. We are also reviewing operational changes with a view toward increased efficiency.

I will keep you posted on developments in these areas and the affect these will have on our tariff. Hopefully we will be able to adjust this in the not too distant future for the benefit of Spancrete and our operations.

Sincerely yours,


James K. Sterritt

Concrete Haulers, Inc.

AMES H. BEVIER
PRESIDENT

MAIL ADDRESS:
P. O. BOX 287
W. COXSACKIE, N. Y. 12158

PHONE:
(518) 731-8116

TERMS BETWEEN DRIVERS AND CONCRETE HAULERS INC., ON CONTINUANCE OF CONTRACT.

COMPANY AGREES TO CONTINUE WITH PRESENT HEALTH AND WELFARE AND PENSION PLAN.

COMPANY AND MEN HAVE AGREED TO CHANGE THE FOLLOWING TERMS OF THE CONTRACT.

ADJUSTMENT TO MILEAGE RATE IN ACCORDANCE WITH SPEEDOMETER MILES.

FIRST YEAR 15¢ PER MILE. 16
SECOND YEAR 16.5¢ PER MILE. 17
THIRD YEAR 18¢ PER MILE.

ADJUSTMENT TO LOCAL WORK AND ON THE JOB TIME. 18

FIRST YEAR \$5.25 PER HOUR. 550
SECOND YEAR \$5.50 PER HOUR. 575
THIRD YEAR \$5.75 PER HOUR. 600

DRIVERS HAVE AGREED TO FOLLOWING HOLIDAYS.

FIRST YEAR 6 HOLIDAYS.
SECOND YEAR 7 HOLIDAYS 7TH HOLIDAY BIRTHDAY OR ROVING (THEIR CHOICE).
THIRD YEAR 8 HOLIDAYS BOTH BIRTHDAY AND ROVING.

DRIVERS HAVE AGREED TO FOLLOWING VACATION TIME.

FIRST TWO YEARS OF EMPLOYMENT 1 WEEK.
THREE TO SEVEN YEARS EMPLOYMENT 2 WEEKS.
EIGHT TO FIFTEEN YEARS EMPLOYMENT 3 WEEKS.
SIXTEEN YEARS AND OVER 4 WEEKS
VACATION PAY IS BASED ON 40 HOUR WORK WEEK.

DRIVERS AND COMPANY HAVE AGREED ON TWO HOUR SHOW UP TIME AND A 4 OR 8 HOUR DAY.

IF DRIVER ONCE STARTS WORK HE IS ENTITLED TO 4 HOURS PAY.

APPLICATION FOR EMPLOYMENT

GC-65
 At 10/20
 American Trucking Assn.
 1616 P St., N.W., Wash. D.C. 20036
 2-72

APPLICANT: READ AND SIGN BEFORE SUBMITTING THIS APPLICATION:

I understand that the information in this application will be used and that prior employers will be contacted for purposes of investigation as required by 391.23 of the Motor Carrier Safety Regulations.

SIGNATURE OF APPLICANT

DATE

COMPANY STREET ADDRESS

CITY, STATE AND ZIP CODE

NAME PIPER A. WIPPER PHONE 231-6025 SOCIAL SEC. NO. 130-30-1499
 (First) (Middle) (Maiden Name, if any) (Last)
 ADDRESS APPLEBLOSSOM LANE WEST COASTVILLE N.Y. 12192 HOW LONG? 2 yrs
 (Street) (City) (State & Zip Code)
 ADDRESS LAFFAYETTE AVE WEST COASTVILLE N.Y. 12192 HOW LONG? 1 yr
 (Street) (City) (State & Zip Code)
 OR PAST THREE YEARS GENESSEE ST. PIERCE NY HOW LONG? 2 yrs
 (Street) (City) (State & Zip Code)

(ATTACH SHEET IF MORE SPACE IS NEEDED)

EX m HT. 5'7" WT. 165 DATE OF BIRTH (not discriminated against due to age) 8/26/39

CHECK ONE: SINGLE ☐ ENGAGED ☐ MARRIED ☒ SEPARATED ☐ DIVORCED ☐ WIDOWED ☐

O. OF DEPENDENTS 6 AGES OF DEPENDENTS 34-16-15-14-13

O YOU OWN HOME OR RENT? OWN AVERAGE MONTHLY LIVING EXPENSES 800.00

IS YOUR SPOUSE WORKING? No WHERE?

IN CASE OF EMERGENCY NOTIFY: MARGARET WIPPER Same Same
 (Name) (Address) (Phone)

POSITION APPLIED FOR DRIVER TEMPORARY OR PERMANENT PERMANENT

HAVE YOU WORKED FOR THIS COMPANY BEFORE? No WHERE?

DATES: FROM TO RATE OF PAY POSITION

REASON FOR LEAVING

NAMES OF RELATIVES IN OUR EMPLOY None

ARE YOU NOW EMPLOYED? No IF NOT, HOW LONG SINCE LEAVING LAST EMPLOYMENT? 12/29/73

WHO REFERRED YOU Jim Starnett RATE OF PAY EXPECTED

PHYSICAL HISTORY

LIST ANY PHYSICAL LIMITATIONS (SUCH AS EYESIGHT, LIMB IMPAIRMENT, DIABETES, HEMORRHOIDS) NONE

ARE YOU PHYSICALLY CAPABLE OF HEAVY MANUAL WORK (MALE APPLICANTS ANSWER) YES

DATE OF LAST PHYSICAL EXAMINATION 6/1/77 DOCTOR'S NAME AND ADDRESS YARVIN

COASTVILLE NY

WAS IT INJURED ON THE JOB? No GIVE NATURE AND DEGREE OF SUCH INJURIES

HOW MUCH TIME LOST FROM WORK IN PAST THREE YEARS FOR ILLNESS NONE

HAVE YOU RECEIVED WORKMEN'S COMPENSATION No WHEN

LAST EMPLOYER: NAME JAMES A STERN, S. LUCKING INC
ADDRESS WESS COXSACKIE N.Y
POSITION HELD TRAINING MGR. FROM 8/69 TO 12/73 SALARY 265⁰⁰ WK
REASONS FOR LEAVING GOING OUT OF BUSINESS

SECOND LAST EMPLOYER: NAME A.C. MOON INC
ADDRESS BROWNS CROSSING CATSKILL N.Y
POSITION HELD DRIVER FROM 6/64 TO 8/69 SALARY 120⁰⁰ WK
REASONS FOR LEAVING NEED MORE MONEY

THIRD LAST EMPLOYER: NAME _____
ADDRESS _____
POSITION HELD _____ FROM _____ TO _____ SALARY _____
REASONS FOR LEAVING _____

MILITARY STATUS

HAVE YOU SERVED IN THE U.S. ARMED FORCES? NO BRANCH _____ DATES: FROM _____ TO _____
RANK AT DISCHARGE _____ DATE OF DISCHARGE _____
(IN N.J. DO NOT FILL IN THIS LINE UNLESS HIRED) DRAFT STATUS _____ RESERVE STATUS _____

EDUCATION

CIRCLE HIGHEST GRADE COMPLETED: 1 2 3 4 5 6 7 8 HIGH SCHOOL: 1 2 3 4 COLLEGE: 1 2 3 4
LAST SCHOOL ATTENDED CATSKILL HIGH CATSKILL NY
(Name) (City)

GENERAL

LABOR UNION AFFILIATION (SHOW NAME OF UNION AND LOCAL) TEAMSTERS LOCAL 294
HAVE YOU EVER BEEN BONDED NO NAME OF BONDING COMPANY _____
HAVE YOU EVER BEEN REFUSED BOND NO IF YES, WHY _____
HAVE YOU EVER BEEN CONVICTED OF ANY CRIME OR FELONY NO
HAVE YOU EVER BEEN KNOWN BY ANY NAME OTHER THAN THE ONE ON THIS APPLICATION _____

EXPERIENCE AND QUALIFICATIONS - DRIVER

	STATE	LICENSE NO.	TYPE	EXPIRATION DATE
DRIVER	<u>NY</u>	<u>W04394 19546</u> <u>645568 39</u>	<u>CS. 1</u>	<u>5/31/74</u>
LICENSES				

- A. Have you ever been denied a license, permit or privilege to operate a motor vehicle? YES _____ NO ✓
B. Has any license, permit or privilege ever been suspended or revoked? YES _____ NO ✓

IF THE ANSWER TO EITHER A OR B IS YES, ATTACH STATEMENT GIVING DETAILS

DRIVING EXPERIENCE

CLASS OF EQUIPMENT	TYPE OF EQUIPMENT (VAN, TANK, FLAT, ETC.)	FROM	DATES TO	APPROX. NO. OF MILES (TOTAL)
STRAIGHT TRUCK				
TRACTOR AND SEMI-TRAILER	<u>VAN TANK FLAT</u>	<u>1963</u>	<u>1974</u>	<u>500,000</u>
TRACTOR TWO TRAILERS				
OTHER				

LIST STATES OPERATED IN FOR LAST FIVE YEARS NY MASS CONN NH ME NJ PA O VT

SHOW SPECIAL COURSES OR TRAINING THAT WILL HELP YOU AS A DRIVER: _____
WHICH SAFE DRIVING AWARDS DO YOU HOLD AND FROM WHOM? _____

DATE	(HEAD-ON, REAR-END, UPSHOT, ETC.)	FATALITIES	INJURIES
ACCIDENT	NONE		
T PREVIOUS			
T PREVIOUS			

FIC CONVICTIONS AND FORFEITURES FOR THE PAST 3 YEARS (OTHER THAN PARKING VIOLATIONS)

LOCATION	DATE	CHARGE	PENALTY
NONE			

(ATTACH SHEET IF MORE SPACE IS NEEDED)

EXPERIENCE AND QUALIFICATIONS - MAINTENANCE

YPES OF MAINTENANCE EXPERIENCE AND YEARS OF EACH

EQUIPMENT YOU CAN ATE	CHECK	YEARS OF EXPERIENCE	EQUIPMENT	CHECK	YEARS OF EXPERIENCE
working Equipment			Electric Welder		
Metal Equipment			Oxyacetylene Welder		
a Rebuilding			Paint Spray Gun		
ental Rebuilding			Wheel & Tire Balancing Machine		
mision Rebuilding			Tire Recapping Mold		
Work			Engine Dynamometer		
o & Axle Straightening Equipment			Chassis Dynamometer		
rical & Ignition Repair			Magnetic Crack Tester		
re Rebuilding Equipment			Vacuum & Air Brakes		
il Injection Equipment			Other:		

COURSES AND TRAINING IN MAINTENANCE WORK

EXPERIENCE AND QUALIFICATIONS - CLERICAL

ICATE TRAINING AND SHOW EXPERIENCE IN THE FOLLOWING:

*INDICATE WORDS PER MINUTE	TRAINING (CHECK)	YEARS OF EXPERIENCE		TRAINING (CHECK)	YEARS OF EXPERIENCE
any*			Accounting		
rthand *			OS & D		
any			Interline		
X			Claims		
K			Cashier		
z Punch Operator			Dispatcher	✓	4
culator			Tabulator		
ating Machine Transcriber			Mimeograph		
okking Machine			Notes (Indicate tariffs with which you have worked)		
ding Machine					
ion:					

ST COURSES AND TRAINING FOR OFFICE WORK

1ST PLATFORM EQUIPMENT YOU CAN OPERATE (LIFT TRUCK, ETC.)

HOW COURSES OR TRAINING IN PLATFORM WORK

TO BE READ AND SIGNED BY APPLICANT

is agreed and understood that any misrepresentations of information given above shall be considered an act of dishonesty.

is agreed and understood that the employer or his agents may investigate the applicant's background to ascertain any and all information of concern to applicant's record, whether same is of record or not, and applicant releases employers and persons named herein from all liability for any damages on account of his furnishing such information.

the applicant agrees to furnish such additional information and complete such examinations as may be required to complete his employment file.

is agreed and understood that this application for employment in no way obligates the employer to employ the applicant.

is agreed and understood that if hired, the employee may be on a probationary period during which time he may be discharged without recourse.

he certifies that this application was completed by me, and that all entries on it and information on it are true and complete to the best of my knowledge.

2/13/73

Date

Applicant's Signature

PROCESS RECORD

APPLICANT HIRED REJECTED

DATE EMPLOYED POINT EMPLOYED

DEPARTMENT CLASSIFICATION

IF REJECTED, SUMMARY REPORT OF REASONS SHOULD BE PLACED IN FILE

THIS SECTION TO BE FILLED IN BY RESPONSIBLE
OFFICER OR COMPANY REPRESENTATIVE

	SUPERIOR	GOOD	FAIR	BELOW AVERAGE	POOR	WRITTEN RECORD ON FILE
APPLICATION						
INTERVIEW						
PHYSICAL EXAM						
PAST EMPLOYMENT						
WRITTEN EXAM						
ROAD TEST						
POLICE AND TRAFFIC RECORD						

SIGNATURE OF INTERVIEWING OFFICER

TRANSFERS

FROM: TO:

DATE:

REASON FOR TRANSFER

FROM: TO:

DATE:

REASON FOR TRANSFER

TERMINATION OF EMPLOYMENT

DATE TERMINATED DEPARTMENT RELEASED FROM

REASON FOR TERMINATION VOLUNTARILY QUIT OTHER

TERMINATION REPORT PLACED IN FILE SUPERVISOR

agreements/EXH #1

NICHOLAS M. ROBILOTTO, PRESIDENT



HOWARD BENNETT, SECRETARY-TREASURER

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

LOCAL 294 LABOR TEMPLE ALBANY, N. Y.
890 THIRD STREET

PHONES: 489-5436 - 489-5437 - 489-5438



TO WHOM IT MAY CONCERN

STERRITT DRIVERS

STERRITT DRIVERS HAVE BEEN ORGANIZED BY
TEAMSTERS LOCAL 294 AND HAVE ALL BECOME MEMBERS
OF LOCAL 294 AND WOULD APPRECIATE YOUR ALLOWING
SUCH STERRITT DRIVERS TO DELIVER ON YOUR JOB
SITES AS UNION MEMBERS INASMUCH AS WE HAVE
NOT BEEN ABLE TO GET THEIR IDENTIFICATION CARDS
MAILED TO THEM.

J. Michael Robilotto
J. Michael Robilotto
Assist. Bus. Agent

TEAMSTERS LOCAL 294

No EX 6
EX 4 → parties

F.R.

I. Frank Rubenke, after being duly sworn upon my oath depose and say:

1. I live at 31 Lafayette Avenue, Coxsackie, New York 12501 and my telephone number is 731-6870. I was employed at James H. Sternit Trucking Inc. Coxsackie, New York as a truck driver. I began work for Sternit Trucking in June 1973. I was hired by James Sternit. I had been a member of Local 294 back in 1960 but I had dropped out of the union.

2. I signed a card for Local 294 about the end of November 1973 which was about the time that the contract was signed between Local 294 and James H. Sternit Trucking. About 2 December 1973, the employees received retroactive pay for the effective date of the contract back to November 1973. I received about 160 dollars. When Sternit paid the retroactive money, he required that each employee had to sign for the money individually in his office. When I signed, he said, "That's all right Frank. I know that he was not

1. A

very pleased with his living to pay
the money.

3. I was not employed at the
company at the time that the
employees went on strike to force
recognition of Local 497 as the
legitimate representatives by the
Employer. I was not locked out
in October 1973 because there was
not enough work for me so I could
not work. If there had been more
work then I might have also been
locked out. I did not work
because I was down on the seniority
list.

4. After the contract was signed
in November 1973, I had work
done deducted about the second
week of December 1973. I only
had the dues deducted for
1 month. I was laid off on
January 11, 1974. I was in the
first group to be laid off and
there were 8 other employees laid
off. These other 8 employees were
Peter Decker, Richard Allette,
Louis Perine, Steve Wood, Walt
Wood, Robert Van Housen, Walt
Martin and Albert Quick, Sr. I
got a lay-off slip but there
was no record given on the slip.
5. On December 17, 1973, Sterlit

put up a notice on the bulletin board which read that James H. Sterrit Trucking was going out of business on January 31, 1974. I did not see the notice but the bookkeeper told me that she put it up but when I went to read it, the notice was gone.

6. Sterrit told me that he could not live with a contract ~~as he~~ ^{as he} ~~was~~ ^{was} ~~had~~ ^{had} set up a new corporation. He told me that Blanes of Concrete would not allow him to increase his rates. Sterrit's main business was hauling pre-cast concrete.

7. After February 1, 1974, one of the men saw that the trucks were operating under the name Concrete Haulers, Inc. leased to Sterrit Trucking, Inc. The company is currently operating with the employees that it employed before. The employees called back included Bruce Reed, Peter Wipped, Peter Decker, Richard Allette, Louis Perine, Steve Wood, Walt Wood, Robert Van Housen, and Walt Martin. Wipped had quit the company about the first week of January 1974. There was a notice posted that Wipped had left the company.

8. James H. Sterrit, Inc. and

(3)

Sterner Trucking, Inc. acquired the
same office and performed the same
work. The trucker hired under
both names so he would have to change
the name as there was no other
company named operation.

I have read the above
statement of four (4) pages
and it is true to the best of
my knowledge and belief.

Frank Ruben

Subscribed and sworn to before me
this 20th day of February 1974 in
Albany, New York.

Jerome P. Conley
Field Examiner

MEMO
TO: A.J. Marcelle
FROM: M. L. Fitzgerald
SUBJECT: Results of Meeting with Nick Robilotto regarding Sterrit Trucking Contract

Reps

To: A.J. Marcelle
From: M. L. Fitzgerald
Re: Results of Meeting with Nick Robilotto regarding Sterrit Trucking Contract

Nick said the men will go for the following:

1. Guaranteed 8 hours time and one-half after 40 hours - no milages.
2. 8 holidays - 6 legal plus employee's birthday and a roving * holiday.
3. Seniority must prevail.
- ✓ 4. Claims for time when Dallas Mavis ran for the 2 days
8 men - 2 days pay
1 man - 1 days pay for the 3rd day
- ✓ 5. 4 junior men were called out first by Sterrit when he started up.

9/25/73

cc: H. Blosser
G. Fisher

Ray 2

A G R E E M E N T

LOCAL UNION NO. 294, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA, IND. (hereinafter referred to as Union) and JAMES R. STERRITT TRUCKING (hereinafter referred to as Employer) agree to be bound by the terms and conditions of this Agreement.

1. DURATION OF CONTRACT

This contract shall be in effect from September 1, 1973 to August 1, 1976, and shall continue thereafter unless either party notifies the other in writing at least sixty (60) days prior to expiration date that it elects to terminate it, in which event it shall end as of August 1, 1976. It is agreed, however, that if either party desires to propose any change or changes in this Agreement after August 1, 1976, it shall notify the other party to that effect at least sixty (60) days prior to said date and accompany the notice with a statement in detail of the change or changes desired. The parties hereto agree they shall submit to negotiation the desired change or changes of which they notify each other and will objectively negotiate towards a definite agreement.

2. GRIEVANCE PROCEDURE

The Union and the Employer agree that there shall be no strike, lockout or work stoppage during the life of this Agreement. Grievances which cannot be settled between the parties hereto shall be submitted within forty-eight hours to the New York State Mediation Board, consisting of a member representing the Union, a member representing the Employer and a member of the New York State Board of Mediation. The Grievance Committee has no right to alter, amend, or otherwise deviate from the provisions of the Agreement. The decision of the majority shall be final

oration may make such decision retroactive to the date of grievance.

3. PROTECTION OF RIGHTS

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's places of business. dk

It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an Employer or person whose employees are on strikes, and which service, but for such strikes, would be performed by the employees of the Employer or person on strike.

4. DISCHARGE OR SUSPENSION

Section 1. The Employer shall not discharge nor suspend any employee who has completed his thirty (30) day probationary period, without just cause.

Section 2. Any employee discharged, must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, within five (5) days from the date of discharge. CM

Section 3. A discharged or suspended employee must advise his Local Union in writing, within two (2) working days after receiving notification of such action against him, of his desire to appeal the discharge or suspension. Notice of appeal

From discharge or suspension must be made to the Employer, writing within fifteen (15) days from the date of discharge or suspension and/or return to his home terminal, whichever is later.

Section 4. Should it be proven that an injustice has been done a discharged or suspended employee, he shall be fully reinstated in his position and may be compensated at his usual rate of pay up to his full loss of earnings. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the Grievance Board as set forth above, within three (3) days after the above notice of appeal is given the Employer. (S)

5. HOLIDAYS

Employees covered by this Agreement who have completed their probationary period, shall be paid at double the rate set forth in this Agreement if required to work on any of the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	1 Roving Holiday

(S)

If any such employee is not required to work on such holiday, he shall be entitled to receive eight (8) hours of pay at the straight time hourly rate set forth in this Agreement.

To receive Holiday pay, employees must work one day within thirty (30) days prior to the Holiday.

6. VACATIONS

All employees shall be entitled to receive one week of vacation with pay after completing one full year of service. Employees who have completed two or more years of continuous service shall be entitled to two weeks of vacation with pay. Employees who have completed ten or more years of continuous service shall be entitled to three weeks vacation with pay. Those employees who have completed sixteen years of continuous service shall be entitled to four weeks vacation with pay.

One week's vacation pay shall consist of forty (40) hours at the straight time hourly rate. When a holiday falls during an employee's vacation week, he shall be entitled to an extra eight (8) hours of pay at the straight time hourly rate.

Vacation pay shall be paid in advance provided employee gives two (2) weeks' notice, ^{IN WRITING,} prior to starting vacation. ~~GOOD~~

Regular employees laid off and rehired in the anniversary year after the anniversary year following layoff, shall receive vacation pay based on one-twelfth (1/12) of vacation he was entitled to for every thirty (30) days of employment in that anniversary year up to six (6) months of employment. If employee works over six months, he shall receive his full vacation pay.

7. DEATH IN FAMILY

In the event of a death in the immediate family of any employee, namely parents, Mother or Father-in-Law, Wife, Children, Brothers or Sisters, the Employer shall pay the employee in full for up to three (3) working days to attend to funeral arrangements and services.

8. HEALTH AND WELFARE

Section 1. The Employer agrees to contribute the sum of Seventeen dollars (\$17.00) per week for any and all of his regular full-time employees covered by this Agreement, and Three dollars and forty cents (\$3.40) per day for all casual employees, but not to exceed Seventeen dollars (\$17.00) per week, to the Teamsters Local 294 Albany Area Trucking and Allied Industries Health and Welfare Fund, Albany, New York, ^{Nov. 12} ~~effective September 1,~~ 1973. All such money shall be turned over to the Trust Fund Treasury on or before the tenth (10th) day of the month following that month in which said money accrued.

shall be increased to \$19.50 per week and \$3.90 per day; effective September 1, 1975, the amounts shall be increased to \$22.00 and \$4.40 per day. OK

All regular employees to be paid monthly.

Section 3. The Health and Welfare Fund shall be open to participation by any group of members belonging to a participating Local Union and employees of a participating Employer not members of the Union, provided all such employees are covered under rules, regulations and other requirements that are, or may be, required by the Trustees. OK

Section 4. The Fund may at any time check the payroll records of any and all employees of the Employer covered by this Agreement; at a time mutually agreed upon at no charge to the Employer, but, in the event it is found that the Employer has not been complying with the Trust Fund provisions of the contract, the Employer shall pay the full cost of checking the books that may be necessary by the Trust Officials and, in addition, shall be responsible for any and all claims that were not covered and must pay whatever discrepancies that may exist to the Trust Fund and ten percent (10%) penalty. OK

Section 5. By the execution of this Agreement the Employer authorizes the Employers' Associations which are parties to the Trust Agreement to designate the Employer trustees under each Trust Agreement hereby waiving all notices thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority. OK

Section 6. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence. OK

Section 1. The Employer agrees to furnish information as may be necessary concerning its employees as will enable the Trust Fund to carry out its duty to furnish adequate coverage for such employee. (OK)

Section 2. Payments to the Fund must be paid by the Employer during employee vacation. (OK)

Section 3. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

9. PENSION FUND

Section 1. The Employer agrees to contribute the sum Three dollars and forty cents (\$3.40) per day worked by each employee covered by this Agreement, up to a maximum of Seventeen Dollars (\$17.00) per week to the Pension Fund of the Albany Area Trucking and Allied Industries, Local 294, effective September 1, 1973. Effective September 1, 1974, the Employer agrees to pay the sum of Three dollars and ninety cents (\$3.90) per day for each casual employee covered by this Agreement, not to exceed a maximum of Nineteen Dollars and Fifty cents (\$19.50) per week. Effective September 1, 1975, the sum of \$4.40 per day not to exceed Twenty-two dollars (\$22.00) per wk.

Section 2. The Employer agrees to regularly contribute as specified hereinabove on or before the 15th day of the month following that month in which said monies accrued.

Section 3. Failure on the part of the Employer regularly to contribute as specified hereinabove shall make him liable for all claims, damages, attorney fees, court costs, etc., plus all arrears in payments, plus 10% penalty relating to delinquent contributions amount only.

ONLY COPY AVAILABLE

Section 4. The Pension Fund of the Albany Area Trucking and Allied Industries, Local 294, may at any time check the payroll records of any and all employees of the Employer covered by this Agreement as set forth in the bargaining agreement.

Section 5. The Employer agrees to furnish such information as may be necessary from time to time concerning its employees as will enable the Pension Fund to carry out its duties to furnish adequate coverage for each employees.

Section 6. If a regular full-time employee is absent because of illness or off-the-job injury, and notifies the Employer of such absence for such reasons, the Employer shall continue to make the required contributions for a period not to exceed four (4) weeks. *Why?*

Section 7. If a regular full-time employee is injured on the job, the Employer shall continue to make the required contributions until such employee returns to work, for a period, however, not exceeding more than twelve (12) months. *Why?*

Section 8. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to leave of absence being effective, sufficient monies to pay the required contributions into the Pension Plan Fund during the period of absence.

Section 9. By the execution of this Agreement, the Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and ratifies all actions already taken or to be taken by the Trustees within the scope of their authority.

10. JOB SECURITY

Section 1. The Employer will use hired trucks only after his own available trucks are working. When hiring other trucks, the Employer shall refrain from hiring the same from employers who do not at least observe the wages, hours and working conditions covered by this Agreement.

OH

any of his business or equipment to his employees. The Employer agrees not to sell or lease any of his business or equipment to any person for the purpose of defeating this contract.

11. UNION SECURITY

It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union on and after the 30th day following the beginning of the employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be continued upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not members of the Union, shall be conditioned upon those persons becoming members of the Union and after the 30th day following the execution date of this Agreement.

The failure of any person to become a member of the Union at the required time shall obligate the Employer upon written notice from the Union to such effect and to the further effect that Union membership was available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

In the event of any change in the law during the term of this Agreement, the Employer agrees that the Unions will be entitled to receive the maximum union security which may be lawfully permissible.

(CN)

When the Employer needs additional employees, he shall give the Local Union equal opportunity with all other sources to provide suitable applicants but the Employer shall not be required to hire those referred by the Local Union.

No provision of this Article 11 shall apply in any State to the extent that it may be prohibited by State Law. If, under applicable State Law, additional requirement must be met before any such provision may become effective, such additional requirements shall first be met.

If any provision of this Article 11 is invalid under the law of any State wherein Agreement is executed, such provision shall be re-negotiated for the purpose of adequate replacement. If such negotiations shall not result in a mutually satisfactory agreement, either party shall be permitted all legal or economic recourse.

12. CHECK-OFF

The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees, and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

Section 1. - Hourly rates: A minimum of eight (8) hours per day ~~shall be paid after forty (40) hours.~~ Overtime rate shall be paid after forty (40) hours. The work week shall be from Monday to Friday.

Hourly rates:
 Drivers & helpers:
 Effective September 1, 1973 - July 31, 1974 \$6.00 per hour
 Effective August 1, 1974 - July 31, 1975 \$6.30 " "
 Effective August 1, 1975 - July 31, 1976 \$6.60 " "

Section 2. - Call-in-Time. Call-in-time for the next day's work to be between 4:00 and 5:00 P. M.

Drivers on lay-over will be given \$13.00 plus meals.

Drivers called to work shall be guaranteed eight (8) hours and their shall be a two (2) hour show-up time for ~~inclement weather~~ *job* ~~inclement weather~~ *+ CANCELLATION*

Section 3. - Seniority: Seniority shall prevail in the matter of laying off and rehiring. A regular employee is defined as one who has been in the employ of the Employer regularly for a period of thirty (30) days.

All employees on the payroll prior to August 2nd, 1973 shall receive \$160.00 back pay tax free. Not in Contract

14. COST OF LIVING: All employees covered by this Agreement shall be covered by the provisions for a cost-of-living allowance guaranteed. Effective August 1st, 1974, eight (8¢) per hour and effective August 1st, 1975, not to exceed eleven (11¢) cents per hour each year.

15. MAINTENANCE OF STANDARDS:

Local Unions and Employers shall reduce to writing within ninety (90) days of the effective date of this Agreement better conditions, if any, protected by this Article. Any disagreement between the Local Union and the Employer with respect to this matter shall be subject to the grievance procedure.

... Grievance Committee for final approval.

It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this agreement if such error is corrected within ninety (90) days from the date of error. If not corrected within ninety (90) days, such better condition shall remain in effect.

16. SUCCESSORS CLAUSE

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation, or rights only, are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation or use of such rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

On the sale, transfer or lease of an individual run or mine, or rights only, the specific provisions of this Agreement, excluding riders or other conditions, shall prevail. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof, including rights only. Such notice shall be in writing with a copy to the Local Union, at the time the seller, transferor, or lessor executes a contract or transaction as herein described. The Local Union shall also be advised of the exact nature of the transaction, not including financial details. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Local Union

result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.

17. JOB STEWARDS

The Employer recognizes the right of the Union to designate Job Stewards and alternates. The appointed Shop Steward shall have the highest seniority.

The authority of Job Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities;

- (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- (b) The collection of dues when authorized by appropriate local union action;
- (c) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information
 - (i) have been reduced to writing, or
 - (ii) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

Job Stewards and alternates have no authority to take strike action, or any other action interrupting the Employers business, except as authorized by official action of the Union.

The Employer recognizes these limitations upon the authority of Job Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.

FOR THE EMPLOYER

JAMES R. STERNITT TRUCKING

Address: _____

FOR THE UNION

Nicholas M. Robilotto, President

LOCAL UNION NO. 294, INTERNATIONAL

BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS OF AMERICA, INC.

By: _____

890 Third Street
Albany, New York

Date Nov 17, 1973

Revised
JRS 1/11/11

Item 9, Section 6 and 7

Page 7 - "Delete"

Item 13, Section 1

Page 10 - Change first sentence to - "A minimum of eight (8) hours per day to be paid upon starting work".

Item 13, Section 2. *Page 10*

Page 10 - Change - Drivers called to work shall be guaranteed eight (8) hours upon starting work and in the event of no work due to inclement weather or job cancellations shall be paid two (2) hours show up time.

Page 10 Item 13, Section 3 - Delete - Back pay clause should be deleted and remain a verbal understanding between the parties.

Item 12, Page 9 - Delete - should be assigned to the shop steward under Item 17, paragraph b.

Item 15, Page 10 & 11 - What is it?

Item 6, Page 4 - Add - Vacation Pay -----"and that said notice is submitted in writing".

Item 8, Section 1

Page 4 - Change - The employer agrees to contribute the sum of Seventeen Dollars (\$17.00) per week for any and all of his regular full-time employees covered by this Agreement provided that they work a minimum of forty (40) hours per week or three dollars and forty cents (\$3.40) per day for all employees not working a minimum of forty (40) hours per week.

Effective date to be date of signing contract.

Item 8, Section 9, Page 6 - "Delete"

Item 9, Section 1

Page 6 - Delete the work "casual" on Line 8 between "each casual employee".

13. RATES OF PAY

Section 1. - Hourly rates: A minimum of eight (8) hours per day to be paid upon starting work. Overtime rate shall be paid after forty (40) hours. The work week shall be from Monday to Friday.

Hourly rate:

Drivers & helpers:

Effective September 1, 1973 - July 31, 1974	\$6.00 per hour
Effective August 1, 1974 - July 31, 1975	\$6.30 " "
Effective August 1, 1975 - July 31, 1976	\$6.60 " "

Section 2. - Call-in-Time. Call-in-time for the next day's work to be between 4:00 and 5:00 P.M.

Drivers on lay-over will be given \$13.00 plus meals.

Drivers called to work shall be guaranteed eight (8) hours and there shall be a two (2) hour show-up time for job inclement weather and cancellation.

Section 3. - Seniority: Seniority shall prevail in the matter of laying off and rehiring. A regular employee is defined as one who has been in the employ of the Employer regularly for a period of thirty (30) days.

14. COST OF LIVING: All employees covered by this Agreement shall be covered by the provisions for a cost-of-living allowance guaranteed. Effective August 1st, 1974, eight (8¢) per hour and effective August 1st, 1975, not to exceed eleven (11¢) per hour each year.

15. MAINTENANCE OF STANDARDS:

Local Unions and Employers shall reduce to writing within ninety (90) days of the effective date of this Agreement better conditions, if any, protected by this Article.

Any disagreement between the Local Union and the Employer with respect to this matter shall be subject to the grievance procedure.

Vacations shall become due at the employee's anniversary.

One week's vacation pay shall consist of forty(40) hours at the straight time hourly rate. When a holiday falls during an employee's vacation week, he shall be entitled to an extra eight (8) hours of pay at the straight time hourly rate.

Vacation pay shall be paid in advance provided employee gives two (2) weeks' notice, in writing, prior to starting vacation.

Regular employees laid off and rehired in the anniversary year after the anniversary year following layoff, shall receive vacation pay based on one-twelfth (1/12) of vacation he was entitled to for every thirty (30) days of employment in that anniversary year up to six (6) months of employment. If employee works over six months, he shall receive his full vacation pay.

7. DEATH IN FAMILY

In the event of a death in the immediate family of any employee, namely parents, Mother or Father-in-Law, Wife, Children, Brothers or Sisters, the Employer shall pay the employee in full for up to three (3) working days to attend to funeral arrangements and services.

8. HEALTH AND WELFARE

Section 1. The Employer agrees to contribute the sum of Seventeen Dollars (\$17.00) per week for any and all of his regular full-time employees covered by this Agreement, and Three Dollars and Forty Cents (\$3.40) per day for all casual employees, but not to exceed Seventeen Dollars (\$17.00) per week, to the Teamster's Local 294 Albany Area Trucking and Allied Industries Health and Welfare Fund, Albany, New York, effective November 19, 1973. All such money shall be turned over to the Trust Fund Treasury on or before the tenth (10th) day of the month following that month in which said money accrued.

FOR THE EMPLOYER

JAMES R. STERRITT TRUCKING

Address: _____

FOR THE UNION

Nicholas M. Robilotto, President

LOCAL UNION NO. 294, INTERNATIONAL

BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS OF AMERICA, IND.

By: _____

890 Third Street
Albany, New York

Date: November 17, 1973